

Pacific Law Partners, LLP
15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

* Matthew F. Batezel (State Bar No. 185147)

mbatezel@plawp.com (*lead counsel)

Daniel T. Balmat (State Bar No. 230504)

dbalmat@plawp.com

PACIFIC LAW PARTNERS, LLP

15615 Alton Parkway, Suite 240

Irvine, CA 92618

(949)242-2441

Fax (949)242-2446

Attorneys for Defendant

STATE FARM GENERAL INSURANCE COMPANY

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

WILLIAM TONG; and MALINEE
DIBBAYAWAN,

Plaintiffs,

vs.

STATE FARM GENERAL
INSURANCE COMPANY; and DOES
1 to 10,

Defendants.

Case No.: 2:24-cv-02219-DSF

**DEFENDANT STATE FARM
GENERAL INSURANCE
COMPANY'S RESPONSE TO
PLAINTIFFS' REQUEST FOR
PRODUCTION OF DOCUMENTS,
SET THREE**

Complaint filed: March 19, 2024

PROPOUNDING PARTY: Plaintiffs, WILLIAN TONG and MALINEE
DIBBAYAWAN

RESPONDING PARTY: Defendant, STATE FARM GENERAL
INSURANCE COMPANY

SET NUMBER: Three (3)

1

Case No. 2:24-cv-02219-DSF DEFENDANT STATE FARM'S RESPONSE TO REQUEST
FOR PRODUCTION, SET THREE, BY PLAINTIFFS

PRELIMINARY STATEMENT

Insofar as they are relevant and do not call for duplicative or privileged information, and subject to the stated objections, State Farm provides these responses to these Special Interrogatories to the best of its ability. Discovery in this matter has not yet been completed. The responses are based upon information that is currently in the possession of State Farm. The responses are offered without prejudice to State Farm's right to offer additional information that is subsequently discovered.

OBJECTIONS TO INSTRUCTIONS

If your response to a particular demand is a statement that you lack the ability to comply with that demand, you must affirm in your response that a diligent search and a reasonable inquiry has been made in an effort to comply with that demand. This statement shall also specify whether the inability to comply is because the particular item or category never existed, has been destroyed, has been lost, misplaced, or stolen, or has never been, or is no longer, in your possession, custody or control, in which case the name and address of any person or entity known or believed by you to have possession, custody or control of that document or category of documents should be identified. (F.R.C.P. 34(b)).

State Farm restates and incorporates its objection to Plaintiffs' definition of "DOCUMENT" or "DOCUMENTS," below, and applies the same to Plaintiffs' Instruction regarding "item[s]" or "category[ies]" that have "never existed", been "destroyed", "lost", "misplaced", "stolen", or which have "never been" or "[are] no longer" in State Farm's possession, custody or control.

In addition, State Farm objects to Plaintiffs' Instruction insofar as it seeks details regarding "item[s]" or "category[ies]" that have "never existed", been "destroyed", "lost", "misplaced", "stolen", or which have "never been" or "[are] no longer" in State Farm's possession, custody or control on the grounds that it is overly broad, unduly burdensome, and purports to impose obligations greater than

Pacific Law Partners, LLP
15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

1 those set forth in Fed. R. Civ. P. 26(b)(1) and 34. State Farm objects to the
2 discovery propounded by Plaintiffs to the extent it purports to call for forensic
3 investigation into computing devices or systems to determine or locate
4 information indicating or evidencing ESI that was deleted or that is no longer
5 accessible as active data on that device or system as not reasonably tailored to
6 elicit discovery relevant to the claims and defenses of any party, unduly
7 burdensome, and beyond the scope of permissible discovery. State Farm further
8 objects that ESI and/or documents that were deleted or no longer exist are not
9 reasonably accessible and discovery about the same would require extraordinary
10 efforts that are not proportional to the scope of the matter. Fed. R. Civ. P.
11 26(b)(2).

12 Furthermore, State Farm objects on the grounds that Plaintiffs' Instruction
13 is not limited in time or scope and State Farm had no duty to preserve relevant
14 information prior to the time this litigation was reasonably anticipated.

15 **If your response to a particular demand is an objection, you must**
16 **set forth in your response the extent of, and the specific ground for,**
17 **the objection. In your response, you must also identify with**
18 **particularity any document responsive to the particular demand**
19 **that is being withheld from production based upon a claim of**
20 **privilege or other protection and state the particular privilege or**
21 **protection being invoked. (F.R.C.P. 34(b).) To identify with**
22 **particularity documents withheld from production, you should**
23 **provide, for each document withheld, the following information if**
24 **known or available to you:**

- 25 1. Title or subject matter of document;
- 26 2. The date composed or date appearing on the document;
- 27 3. Author and Addressee;
- 28 4. Number of Pages;
5. Identify of all persons or entities who saw or received a copy
of such document, including the job titles of each such
person;
6. The present location of the item;

Pacific Law Partners, LLP
15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

7. The identity of the person or persons who have custody, control, or possession thereof.
8. The nature of the privilege claimed; and
9. Each fact upon which you base your claim of privilege.

State Farm objects to Plaintiffs' Instruction insofar as it directs State Farm to undertake efforts that exceed the requirements of Fed. R. Civ. P.

26(b)(5). State Farm will withhold privileged and/or protected material or information and describe the same in accordance with the Federal Rules of Civil Procedure and substantive law.

This request requires the production of documents as they are kept in the usual course of business or organized and labeled to correspond with the particular demands set forth below. If you choose the former method, the documents are to be produced in the boxes, file folders, bindings or other containers in which the documents are found. The titles, labels, or other descriptions on the boxes, file folders, bindings or other containers are to be left intact.

State Farm objects to Plaintiffs' Instruction regarding production of "boxes, file folders, bindings or other containers" in which documents are found on the grounds that such terminology is vague and ambiguous, particularly with respect to ESI, and the information sought is not relevant to the resolution of the claims and defenses in this case. There are multiple ways that ESI may be held, stored, or used together, such as on a personal or shared hard drive, in a container file, or in a database, and State Farm cannot reasonably catalogue and describe the information regarding any myriad of ways ESI may be held, stored, or used together without undue burden. Fed. R. Civ. P. 26(b)(2).

State Farm further objects to Plaintiffs' Instruction to the extent it implies State Farm has an obligation to produce documents or information in more than one form or in a manner that is different than the reasonably usable forms in which State Farm agrees to produce. State Farm objects to the extent that

Pacific Law Partners, LLP
15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

1 Plaintiffs seek production of ESI from sources that are not reasonably accessible,
2 such discovery would require undue burden or expense. FRCP 26(b)(2)(B).

3
4 **Electronic media should be produced in its native format (e.g.,**
5 **Word documents and Excel spreadsheets produced with .doc**
6 **and .xls extensions and email produced in .pst files if Outlook is the**
7 **email client).**

8 State Farm restates and incorporates its objection to Plaintiffs' definition of
9 "DOCUMENT" or "DOCUMENTS" below and applies the same to Plaintiffs'
10 Instruction to produce "Electronic media" in its "native format".
11 In addition, State Farm objects to Plaintiffs' Instruction regarding production of
12 "Electronic media" in its "native format" to the extent it purports to seek
13 production of ESI in "native format" both because it contradicts Plaintiffs'
14 definition of the term "DOCUMENT" or "DOCUMENTS" below and because it
15 exceeds the parameters of the Federal Rules of Civil Procedure. Pursuant to Fed.
16 R. Civ. P. 34(b)(2)I(ii), State Farm may produce discoverable ESI in reasonably
17 usable formats. Production of ESI in "native format" would be disproportionate
18 to the needs of this case considering the value of the case and the importance of
19 the discovery at issue and would be unduly burdensome to the extent such format
20 is not reasonably accessible to State Farm in the ordinary course of its
21 business. Fed. R. Civ. P. 26(b)(2). In addition, State Farm frequently creates ESI
22 in one format and, in the ordinary course of its business, stores it in another format
23 in its system of record. State Farm further objects that it does not need to produce
24 ESI in more than one form, and that the production of "Electronic media" in
25 "native format" would be cumulative and duplicative of the alternative reasonably
26 usable formats proffered. Fed. R. Civ. P. 34(b)(2)(E)(iii); 26(b)(2).

27 To the extent any responsive documents or ESI are produced, State Farm
28 will produce reasonably accessible, relevant, non-privileged information in

1 reasonably usable formats. Documents that contain redactions will be produced in
2 static image format.

3 **These requests for production include the original media and all**
4 **copies that differ from the original in any respect, such as notations**
5 **made on the copy. These requests are also intended to include all**
6 **media of any nature that are now or have at any time been within**
7 **your care, custody or control. If a document or media is no longer**
8 **in your care, custody or control, identify its disposition.**

9 State Farm objects to Plaintiffs' Instruction to produce "copies" on the
10 grounds that copies are not universally relevant to the claims and defenses of a
11 case and are likely to be cumulative or duplicative. Fed. R. Civ. P. 26. To the
12 extent that "copies" are not business records stored in a central repository in State
13 Farm's ordinary course of business, the collection and production of "copies"
14 would not be proportional to the needs of the case. Fed. R. Civ. P. 26.
15 In addition, State Farm objects to Plaintiffs' Instruction insofar as it seeks details
16 regarding "document[s] or media" that "is no longer in [State Farm's] care,
17 custody or control" on the grounds that it is overly broad, unduly burdensome, and
18 purports to impose obligations greater than those set forth in Fed. R. Civ. P.
19 26(b)(1) and 34. State Farm objects to the discovery propounded by Plaintiffs to
20 the extent it purports to call for forensic investigation into computing devices or
21 systems to determine or locate information indicating or evidencing ESI that was
22 deleted or that is no longer accessible as active data on that device or system as
23 not reasonably tailored to elicit discovery relevant to the claims and defenses of
24 any party, unduly burdensome, and beyond the scope of permissible
25 discovery. State Farm further objects that ESI and/or documents that were deleted
26 or no longer exist are not reasonably accessible and discovery about the same
27 would require extraordinary efforts that are not proportional to the scope of the
28 matter. Fed. R. Civ. P. 26(b)(2).

1 Furthermore, State Farm objects on the grounds that Plaintiffs' Instruction
2 is not limited in time or scope and State Farm had no duty to preserve relevant
3 information prior to the time this litigation was reasonably anticipated.

4 **OBJECTIONS TO DEFINITIONS**

5 **A. "YOU" or "YOUR" means the defendant in this lawsuit and**
6 **any related entity that has possession and/or control of the**
7 **DOCUMENTS described requested or items which are**
8 **sought to be inspected.**

9 State Farm objects to the terms "YOU" or "YOUR" because as defined, the
10 terms are overbroad and over-inclusive, such that they render any category or
11 request that includes the terms vague, ambiguous, overbroad, and potentially in
12 violation of the attorney-client privilege and/or attorney work product
13 doctrine. State Farm shall construe the terms "YOU" or "YOUR" to mean State
14 Farm in and of itself as an entity only.

15 **B. "DOCUMENT" or "DOCUMENTS" means the same as**
16 **"writing" as defined in Section 250 of the California Evidence**
17 **code. "DOCUMENT" and "DOCUMENTS" include the**
18 **following which are in the possession, custody, or control of**
19 **YOU or any third-party vendors YOU contract with:**
20 **electronic communications of any kind, including chats,**
21 **instant messages, texts, and voicemails; word processing**
22 **documents, spreadsheets, and databases (including draft**
23 **versions); database entries, Internet usage files, Internet**
24 **browser-created files including cookies and caches, activity**
logs, calendars, telephone logs, contact manager information,
network access information.

25 **"DOCUMENT" and "DOCUMENTS" include those to be found on,**
26 **archived in, or deleted from the following: any on-site or off-site**
27 **electronic data storage systems or data structures, including but not**
28 **limited to databases, networks, computer systems, legacy systems**
(hardware and software), servers, mainframes, network servers,
cloud-based servers and backup servers or systems, archives,

Pacific Law Partners, LLP
15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

1 **backup or disaster recovery systems or facilities, tapes, discs, DVDs,**
2 **CDROMs, drives, portable or removable drives, cartridges and**
3 **other storage media, laptops, personal computers, internet data,**
4 **personal digital assistants, handheld wireless devices, mobile**
5 **telephones, smart phones, tablet computers, paging devices, and**
6 **audio systems (including voicemail).**

7 State Farm objects to Plaintiffs' definition of "DOCUMENT" or
8 "DOCUMENTS" on the grounds that it is overly broad and disproportionate to the
9 needs of the case. State Farm further object to the definition to the extent it
10 implies State Farm has an obligation to provide discovery from sources that are
11 not reasonably accessible. Electronically stored information ("ESI") is frequently
12 duplicated and disbursed in the ordinary course of business and discovery
13 regarding all identical copies of ESI would be cumulative and duplicative without
14 any benefit to the adjudication of this action. Fed. R. Civ. P. 26(b)(2).

15 State Farm also object to the extent this definition seeks discovery regarding ESI
16 that is ephemeral in nature, such as temporary computer files, log/history files, or
17 file fragments, as preservation of, and discovery about, such things is not
18 proportional to the needs of the case. State Farm objects to Plaintiffs' definition
19 as overly broad, disproportionate to the needs of the case, and beyond the scope of
20 permissible discovery to the extent Plaintiffs purport to include system
21 information not created by State Farm's users, such as caches, cookies, or logs, or
22 otherwise seek to require State Farm to record and/or provide discovery regarding
23 records and information that are not ordinarily captured and/or are overwritten in
24 the ordinary course of operating State Farm's computing systems. Fed. R. Civ. P.
25 26(b)(1).

26 State Farm objects to the inclusion of "DOCUMENTS" which are in the
27 "possession, custody, or control" of "any third-party vendors" in Plaintiffs'
28 definition of "DOCUMENT" or "DOCUMENTS" insofar as it purports to impose
obligations that exceed those set forth in Fed. R. Civ. P. 34(a). State Farm is only

Pacific Law Partners, LLP
15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

1 obligated to produce discoverable “DOCUMENTS” within its possession,
2 custody, or control.

3 State Farm also objects to Plaintiffs’ definition to the extent it may include
4 “DOCUMENTS” within the possession, custody, or control of State Farm’s
5 attorneys as production of “DOCUMENTS” within the possession, custody, or
6 control of State Farm’s attorneys would require the production or disclosure of
7 information protected from discovery by the attorney-client privilege, work
8 product doctrine, or other privileges recognized by law.

9 State Farm objects to the inclusion of “draft[s]” in Plaintiffs’ definition of
10 “DOCUMENT” or “DOCUMENTS” on the grounds that drafts are not
11 universally relevant to the claims and defenses of a case and are likely to be
12 cumulative or duplicative. To the extent that a draft is not a business record stored
13 in a central repository in State Farm’s ordinary course of business, discovery
14 regarding “draft[s]” would not be proportional to the needs of the case. Fed. R.
15 Civ. P. 26(b)(1).

16 State Farm objects to the inclusion of “chats”, “instant messages”, and
17 “texts” in Plaintiffs’ definition of “DOCUMENT” or “DOCUMENTS” on the
18 grounds that it would be disproportionate to the needs of the case to provide
19 discovery regarding instant messages and/or text/SMS messages that are not
20 captured by State Farm in its ordinary course of business. Fed. R. Civ. P.
21 26(b)(2).

22 State Farm objects to the inclusion of “databases (including draft
23 versions)”, “database entries”, “Internet usage files”, “Internet browser-created
24 files including cookies and caches”, “activity logs”, and “network access
25 information” in Plaintiffs’ definition of “DOCUMENT” or “DOCUMENTS” to
26 the extent that Plaintiffs purport to seek information regarding State Farm
27 technical systems and processes that are not relevant to the claims and defenses in
28 this matter. State Farm further objects that production of a database would require

Pacific Law Partners, LLP
15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

1 production of vast amounts of irrelevant information regarding other claims,
2 would likely result in improper alteration of relevant data, and would require
3 production of privileged information that could not be redacted. In addition, State
4 Farm objects that the resources that would be required to produce databases are
5 significant and would not be proportional under Fed. R. Civ. P. 26. State Farm
6 also objects on the grounds that databases may be proprietary to State Farm's
7 business operations and/or may be confidential and trade secret information that
8 need not be disclosed in order to obtain the fair adjudication of this case.

9 State Farm objects to Plaintiffs' definition insofar as it seeks details
10 regarding "DOCUMENTS" that have been "deleted" on the grounds that it is
11 overly broad, unduly burdensome, and purports to impose obligations greater than
12 those set forth in Fed. R. Civ. P. 26(b)(1) and 34. State Farm objects to the
13 discovery propounded by Plaintiffs to the extent it purports to call for forensic
14 investigation into computing devices or systems to determine or locate
15 information indicating or evidencing ESI that was deleted or that is no longer
16 accessible as active data on that device or system as not reasonably tailored to
17 elicit discovery relevant to the claims and defenses of any party, unduly
18 burdensome, and beyond the scope of permissible discovery. State Farm further
19 objects that ESI and/or documents that were deleted or no longer exist are not
20 reasonably accessible and discovery about the same would require extraordinary
21 efforts that are not proportional to the scope of the matter. Fed. R. Civ. P.
22 26(b)(2).

23 Furthermore, State Farm objects on the grounds that Plaintiffs' definition is
24 not limited in time or scope and State Farm had no duty to preserve relevant
25 information prior to the time this litigation was reasonably anticipated.
26 State Farm objects to the inclusion of "DOCUMENTS. . . found on, archived in,
27 or deleted from. . . on-site or off-site electronic data storage", "systems or data
28 structures", "legacy systems (hardware and software)", "servers", "mainframes",

Pacific Law Partners, LLP
15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

“network servers”, “cloud-based servers”, “backup servers or systems”, “archives”, or “backup or disaster recovery systems or facilities” in Plaintiffs’ definition to the extent that Plaintiffs seek discovery regarding ESI from sources that are not reasonably accessible, as it would require unreasonable efforts that are not proportional in light of the claims at issue, the value of the case, or the importance of the discovery at issue. Fed. R. Civ. P. 26(b)(1).

State Farm also objects to the inclusion of information located on such systems in Plaintiffs’ definition of “DOCUMENT” or “DOCUMENTS” on the grounds that data on backup media is likely to be duplicative and/or can be discovered from other sources that are more convenient, less burdensome, and less expensive. Fed. R. Civ. P. 26(b)(2) There is no “routine right of direct access to a party's electronic information system[s]” and there has been no showing in this case sufficient to overcome this presumption. Fed. R. Civ. P. 34 (Advisory Committee Notes).

In addition, State Farm objects to the inclusion of “tapes”, “discs”, “DVDs”, “CDROMs”, “drives”, “portable or removable drives”, “cartridges”, and “other storage media”, “laptops”, “personal computers”, “internet data”, “personal digital assistants”, “handheld wireless devices”, “mobile telephones”, “smart phones”, “tablet computers”, “paging devices”, and “audio systems (including voicemail)” in Plaintiffs’ definition of “DOCUMENT” or “DOCUMENTS” because such things are not “DOCUMENTS” but rather media on which “DOCUMENTS” and ESI are stored. State Farm further objects to the extent this definition purports to seek direct access to State Farm’s electronic storage media. There is no “routine right of direct access to a party's electronic information system[s]” and there has been no showing in this case sufficient to overcome this presumption. Fed. R. Civ. P. 34 (Advisory Committee Notes). Finally, State Farm objects to the definition of “DOCUMENT” or “DOCUMENTS” to the extent it would require the disclosure of information

Pacific Law Partners, LLP
15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

1 protected from discovery by the attorney-client privilege, work product doctrine,
2 or other privileges recognized by law.

3 Notwithstanding these objections, to the extent any responsive documents
4 or ESI are produced, State Farm will produce reasonably accessible, relevant, non-
5 privileged information in reasonably usable formats. Documents that contain
6 redactions will be produced in static image format.

7 E. “CLAIM LOG” mean the chronological notes, diary, log, or calendar
8 YOU keep as mandated by California law to record events in every claim under a
9 California property insurance policy issue by YOU.

10 **Suggested Objections/Preliminary Response:** State Farm restates and
11 incorporates its objections to Plaintiffs’ definition of “DOCUMENT” or
12 “DOCUMENTS” and applies the same to Plaintiffs’ definition of “CLAIM LOG”.

13 In addition, State Farm objects to Plaintiffs’ definition on the grounds that
14 the term “CLAIM LOG” is vague and ambiguous. State Farm uses a distinct
15 meaning of “claim file” in its ordinary course of business, which is based on its
16 Operation Guide that provides instructions on what to retrieve from Enterprise
17 Claims System (ECS). State Farm’s ECS is a relational database used to store
18 information created, sent, or received in the ordinary course of claims
19 handling. State Farm has developed a standard report to generate a “claim file” for
20 production of discoverable information in a reasonably usable format outside the
21 ECS environment.

22 To the extent any responsive documents or ESI are produced relating to the
23 Claim at issue in this case, State Farm will produce reasonably accessible, relevant,
24 non-privileged information in reasonably usable formats. Documents that contain
25 redactions will be produced in static image format.

26
27 **F. “HOMEOWNERS POLICIES” means any policy of**
28 **insurance to cover damage to a building of four or fewer**
residences located in California.

Pacific Law Partners, LLP
15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

1 State Farm objects that this definition is vague, ambiguous, and overbroad.

2
3 **G. If you claim that any document otherwise required to be**
4 **produced by this request for production of documents is**
5 **privileged, for each such document provide the following**
6 **information.**

- 7 **a. The document's title and general subject matter;**
8 **b. The date of the document;**
9 **c. The author of the document;**
10 **d. The person for whom the document was prepared or to**
11 **whom it was sent, including all persons who received copies**
12 **of the document;**
13 **e. The nature of the privilege claimed; and**
14 **f. Each fact upon which you base your claim of privilege.**

15 State Farm objects to Plaintiffs' definition insofar as it directs State Farm to
16 undertake efforts that exceed the requirements of Fed. R. Civ. P. 26(b)(5). State
17 Farm will withhold privileged and/or protected material or information and
18 describe the same in accordance with the Federal Rules of Civil Procedure and
19 substantive law.

20 **RESPONSES TO REQUESTS FOR PRODUCTION**
21 **OF DOCUMENTS, SET THREE**

22 **REQUEST FOR PRODUCTION NO. 82:**

23 The complete CLAIM LOG for each water loss claim YOU
24 INVESTIGATED and/or ADJUSTED from January 1, 2020, to the date of
25 production, under any HOMEOWNERS POLICY, that YOU denied in whole or in
26 part of the exclusion that provides "(8) water or sewage below the surface of the
27 ground, including water or sewage that exerts pressure on, or seeps or leaks
28 through a ***building structure***, sidewalk, driveway, swimming pool, or other
structure ..." and in which Gerald Acosta signed the denial letter. (This request

Pacific Law Partners, LLP
15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

1 does not seek to identify the insured or claimant and any identifying information
2 should be redacted.)

3 **RESPONSE TO REQUEST FOR PRODUCTION NO. 82:**

4 State Farm objects to this request on the grounds that the terms “complete
5 CLAIM LOG”, “water loss claim”, and “denied in whole or in part of the
6 exclusion” are vague and ambiguous. State Farm further objects to this request on
7 the grounds that it is overly broad in scope (types of claims and insurance
8 coverage), time (not limited by the period of time when this claim was handled),
9 and geographic area (not limited to California). This request is not reasonably
10 tailored to include only matters relevant to the issues involved in this lawsuit and is
11 potentially unduly burdensome; it seeks information that is neither relevant to the
12 claims or defense of any party nor proportional to the issues in this case. The
13 existence of other claims, and/or what may or may not have occurred with respect
14 to another claim, will neither prove nor disprove any claims and/or defenses at
15 issue in this litigation; each claim is handled on its own individual merits. Any
16 such matters outside of state of California, and/or unrelated to the event that is the
17 subject of this lawsuit, have no nexus to the harm claimed to have been sustained
18 by the Plaintiffs herein with regard to their claim under the subject policy and are
19 irrelevant, such that this request is not reasonably calculated to lead to relevant
20 facts. *See: State Farm Mutual Auto. Ins. Co. v. Campbell, 538 U.S. 408 (2003).*
21 Finally, State Farm objects to this request to the extent it seeks confidential
22 business information and invades the privacy rights of policyholders who are not
23 parties to this lawsuit; the information sought may also be protected by the
24 attorney-client privilege and work product doctrine. Plaintiffs have not established
25 that such information is necessary to a fair adjudication of this case.

26 **REQUEST FOR PRODUCTION NO. 83:**

27 Each denial letter for each water loss claim YOU INVESTIGATED and/or
28 ADJUSTED from January 1, 2020, to the date of production, under any

Pacific Law Partners, LLP
15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

HOMEOWNERS POLICY, that YOU denied in whole or in part of the exclusion that provides “(8) water or sewage below the surface of the ground, including water or sewage that exerts pressure on, or seeps or leaks through a ***building structure***, sidewalk, driveway, swimming pool, or other structure ...” and in which Gerald Acosta signed the denial letter. (This request does not seek to identify the insured or claimant and any identifying information should be redacted.)

RESPONSE TO REQUEST FOR PRODUCTION NO. 83:

State Farm objects to this request on the grounds that the terms “denial letter”, “water loss claim”, and “denied in whole or in part of the exclusion” are vague and ambiguous. State Farm further objects to this request on the grounds that it is overly broad in scope (types of claims and insurance coverage), time (not limited by the period of time when this claim was handled), and geographic area (not limited to California). This request is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case. The existence of other claims, and/or what may or may not have occurred with respect to another claim, will neither prove nor disprove any claims and/or defenses at issue in this litigation; each claim is handled on its own individual merits. Any such matters outside of state of California, and/or unrelated to the event that is the subject of this lawsuit, have no nexus to the harm claimed to have been sustained by the Plaintiffs herein with regard to their claim under the subject policy and are irrelevant, such that this request is not reasonably calculated to lead to relevant facts. *See: State Farm Mutual Auto. Ins. Co. v. Campbell, 538 U.S. 408 (2003)*. Finally, State Farm objects to this request to the extent it seeks confidential business information and invades the privacy rights of policyholders who are not parties to this lawsuit; the information sought may also be protected by the attorney-client privilege and work

Pacific Law Partners, LLP
15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

1 product doctrine. Plaintiffs have not established that such information is necessary
2 to a fair adjudication of this case.

3 **REQUEST FOR PRODUCTION NO. 84:**

4 The complete CLAIM LOG for each water loss claim YOU
5 INVESTIGATED and/or ADJUSTED from January 1, 2020, to the date of
6 production, under any HOMEOWNERS POLICY, that YOU denied in whole or in
7 part of the exclusion that provides “(9) seepage or leakage of water, steam, or
8 sewage that occurs or develops over a period of time: (a) and is: (i) continuous; (ii)
9 repeating; (iii) gradual; (iv) intermittent; (v) slow; or (vi) trickling; and (b) from a:
10 (i) heating, air conditioning, or automatic fire protective sprinkler system; (ii)
11 household appliance; or plumbing system, including from, within or around any
12 shower stall, shower bath, tub installation, or other plumbing fixture, including
13 their walls, ceilings, or floors”, and in which Gerald Acosta signed the denial letter.
14 (This request does not seek to identify the insured or claimant and any identifying
15 information should be redacted.)

16 **RESPONSE TO REQUEST FOR PRODUCTION NO. 84:**

17 State Farm objects to this request on the grounds that the terms “complete
18 CLAIM LOG”, “water loss claim”, and “denied in whole or in part of the
19 exclusion” are vague and ambiguous. State Farm further objects to this request on
20 the grounds that it is overly broad in scope (types of claims and insurance
21 coverage), time (not limited by the period of time when this claim was handled),
22 and geographic area (not limited to California). This request is not reasonably
23 tailored to include only matters relevant to the issues involved in this lawsuit and is
24 potentially unduly burdensome; it seeks information that is neither relevant to the
25 claims or defense of any party nor proportional to the issues in this case. The
26 existence of other claims, and/or what may or may not have occurred with respect
27 to another claim, will neither prove nor disprove any claims and/or defenses at
28 issue in this litigation; each claim is handled on its own individual merits. Any

Pacific Law Partners, LLP
15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

1 such matters outside of state of California, and/or unrelated to the event that is the
2 subject of this lawsuit, have no nexus to the harm claimed to have been sustained
3 by the Plaintiffs herein with regard to their claim under the subject policy and are
4 irrelevant, such that this request is not reasonably calculated to lead to relevant
5 facts. *See: State Farm Mutual Auto. Ins. Co. v. Campbell, 538 U.S. 408 (2003).*
6 Finally, State Farm objects to this request to the extent it seeks confidential
7 business information and invades the privacy rights of policyholders who are not
8 parties to this lawsuit; the information sought may also be protected by the
9 attorney-client privilege and work product doctrine. Plaintiffs have not established
10 that such information is necessary to a fair adjudication of this case.

11 **REQUEST FOR PRODUCTION NO. 85:**

12 Each denial letter for each water loss claim YOU INVESTIGATED and/or
13 ADJUSTED from January 1, 2020, to the date of production, under any
14 HOMEOWNERS POLICY, that YOU denied in whole or in part of the exclusion
15 that provides “(9) seepage or leakage of water, steam, or sewage that occurs or
16 develops over a period of time: (a) and is: (i) continuous; (ii) repeating; (iii)
17 gradual; (iv) intermittent; (v) slow; or (vi) trickling; and (b) from a: (i) heating, air
18 conditioning, or automatic fire protective sprinkler system; (ii) household
19 appliance; or plumbing system, including from, within or around any shower stall,
20 shower bath, tub installation, or other plumbing fixture, including their walls,
21 ceilings, or floors”, and in which Gerald Acosta signed the denial letter. (This
22 request does not seek to identify the insured or claimant and any identifying
23 information should be redacted.)

24 **RESPONSE TO REQUEST FOR PRODUCTION NO. 85:**

25 State Farm objects to this request on the grounds that the terms “denial
26 letter”, “water loss claim”, and “denied in whole or in part of the exclusion” are
27 vague and ambiguous. State Farm further objects to this request on the grounds
28 that it is overly broad in scope (types of claims and insurance coverage), time (not

Pacific Law Partners, LLP
15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

limited by the period of time when this claim was handled), and geographic area (not limited to California). This request is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case. The existence of other claims, and/or what may or may not have occurred with respect to another claim, will neither prove nor disprove any claims and/or defenses at issue in this litigation; each claim is handled on its own individual merits. Any such matters outside of state of California, and/or unrelated to the event that is the subject of this lawsuit, have no nexus to the harm claimed to have been sustained by the Plaintiffs herein with regard to their claim under the subject policy and are irrelevant, such that this request is not reasonably calculated to lead to relevant facts. *See: State Farm Mutual Auto. Ins. Co. v. Campbell, 538 U.S. 408 (2003)*. Finally, State Farm objects to this request to the extent it seeks confidential business information and invades the privacy rights of policyholders who are not parties to this lawsuit; the information sought may also be protected by the attorney-client privilege and work product doctrine. Plaintiffs have not established that such information is necessary to a fair adjudication of this case.

REQUEST FOR PRODUCTION NO. 86:

The complete CLAIM LOG for each water loss claim YOU INVESTIGATED and/or ADJUSTED from January 1, 2020, to the date of production, under any HOMEOWNERS POLICY, that YOU denied in whole or in part of the exclusion that provides “(8) water or sewage below the surface of the ground, including water or sewage that exerts pressure on, or seeps or leaks through a **building structure**, sidewalk, driveway, swimming pool, or other structure ...” and in which Jim Moratto INVESTIGATED, ADJUSTED or supervised the claim. (This request does not seek to identify the insured or claimant and any identifying information should be redacted.)

Pacific Law Partners, LLP
15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

RESPONSE TO REQUEST FOR PRODUCTION NO. 86:

State Farm objects to this request on the grounds that the terms “complete CLAIM LOG”, “water loss claim”, “denied in whole or in part of the exclusion”, and “supervised” are vague and ambiguous. State Farm further objects to this request on the grounds that it is overly broad in scope (types of claims and insurance coverage), time (not limited by the period of time when this claim was handled), and geographic area (not limited to California). This request is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case. The existence of other claims, and/or what may or may not have occurred with respect to another claim, will neither prove nor disprove any claims and/or defenses at issue in this litigation; each claim is handled on its own individual merits. Any such matters outside of state of California, and/or unrelated to the event that is the subject of this lawsuit, have no nexus to the harm claimed to have been sustained by the Plaintiffs herein with regard to their claim under the subject policy and are irrelevant, such that this request is not reasonably calculated to lead to relevant facts. *See: State Farm Mutual Auto. Ins. Co. v. Campbell, 538 U.S. 408 (2003)*. Finally, State Farm objects to this request to the extent it seeks confidential business information and invades the privacy rights of policyholders who are not parties to this lawsuit; the information sought may also be protected by the attorney-client privilege and work product doctrine. Plaintiffs have not established that such information is necessary to a fair adjudication of this case.

REQUEST FOR PRODUCTION NO. 87:

Each denial letter for each water loss claim YOU INVESTIGATED and/or ADJUSTED from January 1, 2020, to the date of production, under any HOMEOWNERS POLICY, that YOU denied in whole or in part of the exclusion that provides “(8) water or sewage below the surface of the ground, including

Pacific Law Partners, LLP
15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

water or sewage that exerts pressure on, or seeps or leaks through a **building structure**, sidewalk, driveway, swimming pool, or other structure ...” and in which Jim Moratto INVESTIGATED, ADJUSTED or supervised the claim. (This request does not seek to identify the insured or claimant and any identifying information should be redacted.)

RESPONSE TO REQUEST FOR PRODUCTION NO. 87:

State Farm objects to this request on the grounds that the terms “complete CLAIM LOG”, “water loss claim”, “denied in whole or in part of the exclusion”, and “supervised” are vague and ambiguous. State Farm further objects to this request on the grounds that it is overly broad in scope (types of claims and insurance coverage), time (not limited by the period of time when this claim was handled), and geographic area (not limited to California). This request is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case. The existence of other claims, and/or what may or may not have occurred with respect to another claim, will neither prove nor disprove any claims and/or defenses at issue in this litigation; each claim is handled on its own individual merits. Any such matters outside of state of California, and/or unrelated to the event that is the subject of this lawsuit, have no nexus to the harm claimed to have been sustained by the Plaintiffs herein with regard to their claim under the subject policy and are irrelevant, such that this request is not reasonably calculated to lead to relevant facts. *See: State Farm Mutual Auto. Ins. Co. v. Campbell, 538 U.S. 408 (2003)*. Finally, State Farm objects to this request to the extent it seeks confidential business information and invades the privacy rights of policyholders who are not parties to this lawsuit; the information sought may also be protected by the attorney-client privilege and work product doctrine. Plaintiffs have not established that such information is necessary to a fair adjudication of this case.

Pacific Law Partners, LLP
15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

REQUEST FOR PRODUCTION NO. 88:

The complete CLAIM LOG for each water loss claim YOU INVESTIGATED and/or ADJUSTED from January 1, 2020, to the date of production, under any HOMEOWNERS POLICY, that YOU denied in whole or in part of the exclusion that provides “(9) seepage or leakage of water, steam, or sewage that occurs or develops over a period of time: (a) and is: (i) continuous; (ii) repeating; (iii) gradual; (iv) intermittent; (v) slow; or (vi) trickling; and (b) from a: (i) heating, air conditioning, or automatic fire protective sprinkler system; (ii) household appliance; or plumbing system, including from, within or around any shower stall, shower bath, tub installation, or other plumbing fixture, including their walls, ceilings, or floors”, and in which Jim Moratto INVESTIGATED, ADJUSTED or supervised the claim. (This request does not seek to identify the insured or claimant and any identifying information should be redacted.)

RESPONSE TO REQUEST FOR PRODUCTION NO. 88:

State Farm objects to this request on the grounds that the terms “complete CLAIM LOG”, “water loss claim”, “denied in whole or in part of the exclusion”, and “supervised” are vague and ambiguous. State Farm further objects to this request on the grounds that it is overly broad in scope (types of claims and insurance coverage), time (not limited by the period of time when this claim was handled), and geographic area (not limited to California). This request is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case. The existence of other claims, and/or what may or may not have occurred with respect to another claim, will neither prove nor disprove any claims and/or defenses at issue in this litigation; each claim is handled on its own individual merits. Any such matters outside of state of California, and/or unrelated to the event that is the subject of this lawsuit, have no nexus to the harm claimed to have

Pacific Law Partners, LLP
15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

1 been sustained by the Plaintiffs herein with regard to their claim under the subject
2 policy and are irrelevant, such that this request is not reasonably calculated to lead
3 to relevant facts. *See: State Farm Mutual Auto. Ins. Co. v. Campbell, 538 U.S.*
4 *408 (2003)*. Finally, State Farm objects to this request to the extent it seeks
5 confidential business information and invades the privacy rights of policyholders
6 who are not parties to this lawsuit; the information sought may also be protected by
7 the attorney-client privilege and work product doctrine. Plaintiffs have not
8 established that such information is necessary to a fair adjudication of this case.

9 **REQUEST FOR PRODUCTION NO. 89:**

10 Each denial letter for each water loss claim YOU INVESTIGATED and/or
11 ADJUSTED from January 1, 2020, to the date of production, under any
12 HOMEOWNERS POLICY, that YOU denied in whole or in part of the exclusion
13 that provides “(9) seepage or leakage of water, steam, or sewage that occurs or
14 develops over a period of time: (a) and is: (i) continuous; (ii) repeating; (iii)
15 gradual; (iv) intermittent; (v) slow; or (vi) trickling; and (b) from a: (i) heating, air
16 conditioning, or automatic fire protective sprinkler system; (ii) household
17 appliance; or plumbing system, including from, within or around any shower stall,
18 shower bath, tub installation, or other plumbing fixture, including their walls,
19 ceilings, or floors”, and in which Jim Moratto INVESTIGATED, ADJUSTED or
20 supervised the claim. (This request does not seek to identify the insured or
21 claimant and any identifying information should be redacted.)

22 **RESPONSE TO REQUEST FOR PRODUCTION NO. 89:**

23 State Farm objects to this request on the grounds that the terms “denial
24 letter”, “water loss claim”, “denied in whole or in part of the exclusion”, and
25 “supervised” are vague and ambiguous. State Farm further objects to this request
26 on the grounds that it is overly broad in scope (types of claims and insurance
27 coverage), time (not limited by the period of time when this claim was handled),
28 and geographic area (not limited to California). This request is not reasonably

Pacific Law Partners, LLP
15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

1 tailored to include only matters relevant to the issues involved in this lawsuit and is
2 potentially unduly burdensome; it seeks information that is neither relevant to the
3 claims or defense of any party nor proportional to the issues in this case. The
4 existence of other claims, and/or what may or may not have occurred with respect
5 to another claim, will neither prove nor disprove any claims and/or defenses at
6 issue in this litigation; each claim is handled on its own individual merits. Any
7 such matters outside of state of California, and/or unrelated to the event that is the
8 subject of this lawsuit, have no nexus to the harm claimed to have been sustained
9 by the Plaintiffs herein with regard to their claim under the subject policy and are
10 irrelevant, such that this request is not reasonably calculated to lead to relevant
11 facts. *See: State Farm Mutual Auto. Ins. Co. v. Campbell, 538 U.S. 408 (2003).*
12 Finally, State Farm objects to this request to the extent it seeks confidential
13 business information and invades the privacy rights of policyholders who are not
14 parties to this lawsuit; the information sought may also be protected by the
15 attorney-client privilege and work product doctrine. Plaintiffs have not established
16 that such information is necessary to a fair adjudication of this case.

17 **REQUEST FOR PRODUCTION NO. 90:**

18 DOCUMENTS sufficient to show the number of HOMEOWNERS
19 CLAIMS for water losses YOU denied in whole or in part from January 1, 2015,
20 to the date of production, in whole or in part in reliance on the exclusion which
21 provides “(8) water or sewage below the surface of the ground, including water or
22 sewage that exerts pressure on, or seeps or leaks through a **building structure**,
23 sidewalk, driveway, swimming pool, or other structure ...” or in reliance on any
24 exclusion relating to water below the surface of the ground, no matter how started.
25 (This request does not seek to identify the insured or claimant and any identifying
26 information should be redacted.)

27 **RESPONSE TO REQUEST FOR PRODUCTION NO. 90:**

Pacific Law Partners, LLP
15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

State Farm objects to this request on the grounds that the terms “DOCUMENTS sufficient to show”, “denied in whole or in part”, “in whole or in part in reliance on the exclusion”, “in reliance on any exclusion”, and “relating to” are vague and ambiguous. State Farm further objects to this request on the grounds that it is overly broad in scope (types of claims and insurance coverage), time (not limited by the period of time when this claim was handled), and geographic area (not limited to California). This request is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case. The existence of other claims, and/or what may or may not have occurred with respect to another claim, will neither prove nor disprove any claims and/or defenses at issue in this litigation; each claim is handled on its own individual merits. Any such matters outside of state of California, and/or unrelated to the event that is the subject of this lawsuit, have no nexus to the harm claimed to have been sustained by the Plaintiffs herein with regard to their claim under the subject policy and are irrelevant, such that this request is not reasonably calculated to lead to relevant facts. *See: State Farm Mutual Auto. Ins. Co. v. Campbell, 538 U.S. 408 (2003)*. Finally, State Farm objects to this request to the extent it seeks confidential business information and invades the privacy rights of policyholders who are not parties to this lawsuit; the information sought may also be protected by the attorney-client privilege and work product doctrine. Plaintiffs have not established that such information is necessary to a fair adjudication of this case.

REQUEST FOR PRODUCTION NO. 91:

DOCUMENTS sufficient to show the number of HOMEOWNERS CLAIMS for water losses YOU denied in whole or in part from January 1, 2015, to the date of production, in whole or in part in reliance on the exclusion which provides “(9) seepage or leakage of water, steam, or sewage that occurs or

Pacific Law Partners, LLP
15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

develops over a period of time: (a) and is: (i) continuous; (ii) repeating; (iii) gradual; (iv) intermittent; (v) slow; or (vi) trickling; and (b) from a: (i) heating, air conditioning, or automatic fire protective sprinkler system; (ii) household appliance; or plumbing system, including from, within or around any shower stall, shower bath, tub installation, or other plumbing fixture, including their walls, ceilings, or floors”, or in reliance on any exclusion relating to long-term water losses no matter how started. (This request does not seek to identify the insured or claimant and any identifying information should be redacted.)

RESPONSE TO REQUEST FOR PRODUCTION NO. 91:

State Farm objects to this request on the grounds that the terms “DOCUMENTS sufficient to show”, “water losses”, “denied in whole or in part”, “in whole or in part in reliance on the exclusion”, “in reliance on any exclusion”, “relating to”, and “long-term water losses” are vague and ambiguous. State Farm further objects to this request on the grounds that it is overly broad in scope (types of claims and insurance coverage), time (not limited by the period of time when this claim was handled), and geographic area (not limited to California). This request is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case. The existence of other claims, and/or what may or may not have occurred with respect to another claim, will neither prove nor disprove any claims and/or defenses at issue in this litigation; each claim is handled on its own individual merits. Any such matters outside of state of California, and/or unrelated to the event that is the subject of this lawsuit, have no nexus to the harm claimed to have been sustained by the Plaintiffs herein with regard to their claim under the subject policy and are irrelevant, such that this request is not reasonably calculated to lead to relevant facts. *See: State Farm Mutual Auto. Ins. Co. v. Campbell, 538 U.S. 408 (2003)*. Finally, State Farm objects to this request to the extent it seeks

1 confidential business information and invades the privacy rights of policyholders
2 who are not parties to this lawsuit; the information sought may also be protected by
3 the attorney-client privilege and work product doctrine. Plaintiffs have not
4 established that such information is necessary to a fair adjudication of this case.

5
6
7
8 DATED: August 30, 2024 PACIFIC LAW PARTNERS, LLP

9
10 By: /s/MATTHEW F. BATEZEL
11 MATTHEW F. BATEZEL
12 DANIEL T. BALMAT
13 Attorneys for Defendant
14 STATE FARM GENERAL INSURANCE
15 COMPANY
16
17
18
19
20
21
22
23
24
25
26
27
28

Tong, et al. v. State Farm

USDC Case No. 2:24-cv-02219-DSF-MAR

PROOF OF SERVICE

STATE OF CALIFORNIA)

) ss.

COUNTY OF ORANGE)

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is: 15615 Alton Parkway, Suite 240, Irvine, California 92618.

On August 30, 2024, I served a true copy of the foregoing document described as **DEFENDANT STATE FARM GENERAL INSURANCE COMPANY'S RESPONSE TO PLAINTIFFS' REQUEST FOR PRODUCTION OF DOCUMENTS, SET THREE** on all interested parties in this action by placing true copies thereof enclosed in a sealed envelope with postage thereon fully prepaid addressed as follows:

J. Edward Kerley, Esq.
Dylan L. Schaffer, Esq.
Nicholas J. Peterson, Esq.
Kerley Schaffer LLP
1939 Harrison Street, #900
Oakland, California 94612
Telephone: (510) 379-5801
edward@kslaw.us
dylan@kslaw.us
nick@kslaw.us
noah@kslaw.us
service@kslaw.us

Attorneys for Plaintiffs
WILLIAM TONG and
MALINEE DIBBAYAWAN

[XX] BY MAIL: By sealing the envelope and placing it for collection and mailing with postage fully prepared in accordance with ordinary business practices.

[XX] BY ELECTRONIC SERVICE: I caused the above-entitled document to be sent to the listed individual(s) above via electronic mail.

Executed on August 30, 2024, at Irvine, California.

XX I certify and declare that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.

/s/LINDA AVALOS
LINDA AVALOS